

Exhibit A



**Service of Process
Transmittal**

11/02/2017

CT Log Number 532229384

TO: Myrna Goodrich, Paralegal
Aetna, Inc.
Law U23S, 1425 Union Meeting Road
Blue Bell, PA 19422

RE: Process Served in Connecticut

FOR: Aetna Inc. (Domestic State: PA)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: BEVERLY C. COTTON, Pltf. vs. ELLUCIAN SUPPORT, INC., etc. and AETNA AETNA, INC., etc., Dfts.

DOCUMENT(S) SERVED: Letter(s), Summons, Complaint

COURT/AGENCY: Hillsborough County Superior Court - North, NH
Case # 2162017CV00797

NATURE OF ACTION: Employee Litigation - Defendants are basing the Pre disability Earnings on salary only When in fact the Defendants should be calculating both the Plaintiffs salary and the average commissions when determining the Pre disability Earnings.

ON WHOM PROCESS WAS SERVED: C T Corporation System, East Hartford, CT

DATE AND HOUR OF SERVICE: By Certified Mail on 11/02/2017 postmarked on 10/27/2017

JURISDICTION SERVED : Connecticut

APPEARANCE OR ANSWER DUE: Within 30 days after service (Document(s) may contain additional answer dates)

ATTORNEY(S) / SENDER(S): William J Schubert
Schubert law Offices
100 Webster Street
Manchester, NH 03104
603-669-1188

ACTION ITEMS: CT has retained the current log, Retain Date: 11/03/2017, Expected Purge Date: 11/08/2017

Image SOP

Email Notification, Desiree Beatty beattyd@aetna.com

Email Notification, Jacqueline West WestJ2@AETNA.com

SIGNED: C T Corporation System
ADDRESS: 67 Burnside Ave
East Hartford, CT 06108
TELEPHONE: 302-658-7581/7582/7583

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Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

SCHUBERT
100 Webster Street
Manchester, NH 03104



U.S. POSTAGE
PAID
MANCHESTER, NH
03101
OCT 27 17
AMOUNT
\$15.15
R2304M111066-03



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**RETURN RECEIPT
REQUESTED**

Aetna Inc.
c/o CT Corporation
67 Burnside Avenue
East Hartford, CT 06108-3408

SCHUBERT LAW OFFICES

100 Webster Street
Manchester, NH 03104

William J. Schubert, Esquire

Tel: (603) 669-1188
Fax: (603) 626-6018
E-Mail WJSLAW1@AOL.COM

SENT VIA REGISTERED MAIL

October 27, 2017

Aetna Inc.
c/o CT Corporation
67 Burnside Avenue
East Hartford, CT 06108-3408

**RE: BEVERLY C. COTTON v. ELLUCIAN SUPPORT, INC.
AETNA, INC. dba AETNA LIFE INSURANCE COMPANY**

Dear Sir/Madam:

Pursuant to NH RSA 510:4, consider this service of process for the above action. In accordance with such please find enclosed Summons and Complaint.

If you have any questions please call this firm.

Sincerely,


William J. Schubert, Esq.

WJS/mjd
Enc.

SERVICE COPY THE STATE OF NEW HAMPSHIRE **SERVICE COPY**
JUDICIAL BRANCH
SUPERIOR COURT

Hillsborough Superior Court Northern District
300 Chestnut Street
Manchester NH 03101

Telephone: 1-855-212-1234
TTY/TDD Relay: (800) 735-2964
<http://www.courts.state.nh.us>

SUMMONS IN A CIVIL ACTION

Case Name: **Beverly C. Cotton v Ellucian Support, Inc., et al**
Case Number: **216-2017-CV-00797**

Date Complaint Filed: October 24, 2017

A Complaint has been filed against Aetna Inc.; Ellucian Support, Inc. in this Court. A copy of the Complaint is attached.

The Court ORDERS that ON OR BEFORE:

December 10, 2017 Beverly C. Cotton shall have this Summons and the attached Complaint served upon Aetna Inc.; Ellucian Support, Inc. by in hand or by leaving a copy at his/her abode, or by such other service as is allowed by law.

December 31, 2017 Beverly C. Cotton shall file the return(s) of service with this Court. Failure to do so may result in this action being dismissed without further notice.

30 days after Defendant is served Aetna Inc.; Ellucian Support, Inc. must file an Appearance and Answer or other responsive pleading form with this Court. A copy of the Appearance and Answer or other responsive pleading must be sent to the party listed below and any other party who has filed an Appearance in this matter.

Notice to Aetna Inc.; Ellucian Support, Inc.: If you do not comply with these requirements you will be considered in default and the Court may issue orders that affect you without your input.

Send copies to:
William J. Schubert, ESQ

Law Office of William J Schubert
100 Webster Street
Manchester NH 03104

BY ORDER OF THE COURT

October 26, 2017

W. Michael Scanlon
Clerk of Court

(923)

STATE OF NEW HAMPSHIRE

HILLSBOROUGH, SS

**SUPERIOR COURT
NORTHERN DISTRICT**

BEVERLY C. COTTON

v.

ELLUCIAN SUPPORT, INC.

AETNA, INC. dba AETNA LIFE INSURANCE COMPANY

COMPLAINT

NOW COMES the Plaintiff complaining against the Defendants, and states as follows:

1. The Plaintiff, Beverly Cotton's address is 53 Colby Road, Weare, NH 03281.
2. The Defendant, Ellucian Support, Inc.'s address is 4 Country View Road, Malvern, PA 19355.
3. The Defendant, Aetna Inc. dba Aetna Life Insurance Company has a corporate address of 151 Farmington Avenue, Hartford, CT 06156.

COUNT I

BREACH OF CONTRACT

4. That the Plaintiff is employed by Ellucian Support, Inc. and during her employment earned salary and commissions.
5. That the Plaintiff was deemed disabled and started receiving short term disability benefits from her employer Ellucian Support, Inc. on 6/21/16.
6. Then on or about 9/21/16 the Plaintiff started receiving long term disability from Plaintiff's employer Ellucian Support, Inc. through its insurer Aetna Inc. dba Aetna Life Insurance Company.

7. Pursuant to Ellucian Support, Inc.'s Benefit Plan page 24, Predisability Earnings is defined as:
"The amount of salary or wages you were receiving from an employer participating in the Plan on the day before a period of disability started, calculated on a monthly basis."
8. As set forth on page 25 of said Benefit Plan, Predisability Earnings will be figured from the rule below that applies to you. 1) If you are paid on an annual contract basis, your monthly salary is based on your annual contract divided by 12.
9. As set forth on page 25 of said Benefit Plan, included in salary or wages are: Commissions averaged over the last 12 months of actual employment.
10. Given the explicit and uncontroverted statements in Ellucian Support, Inc.'s Benefit Plan, the Plaintiff is entitled to Predisability Earnings based on her salary, plus the average commissions the Plaintiff earned over the last twelve months of actual employment prior to her disability.
11. However, neither Ellucian Support, Inc. nor Aetna Life Insurance Company has paid or is paying the Plaintiff the correct Predisability Earnings.
12. That the Defendants are basing the Predisability Earnings on salary only.
13. When in fact the Defendants should be calculating both the Plaintiff's salary and the average commissions when determining the Predisability Earnings.
14. That the Plaintiff's average monthly commissions over the last 12 months of actual employment are approximately \$1,843.57.
15. That the short term and long term disability earnings is 60% of the Plaintiff's Predisability Earnings.
16. That the correct Predisability Earnings must included the 60% of the average monthly commissions over the last 12 months of actual employment which is approximately \$1,106.14 per month.

17. That as a direct, proximate and foreseeable result of the Defendants' breach, the Plaintiff has suffered damages, including costs, interest, legal fees, and the like, as they say, in an amount within the jurisdictional limits of this Honorable Court plus interest, costs, and attorney's fees.


COUNT II

IN A PLEA OF DEBT

18. For that the Plaintiff realleges and incorporates all of the allegations contained in Count I hereof as if fully set forth herein, and states further that:
19. That the Defendants are indebted to the Plaintiff for the past, present and future average commissions in the Plaintiff's disability earnings, of approximately \$1,106.14 per month from 6/21/16 forward.
20. Therefore the total to date, for 6/21/16 to 10/21/17, is approximately \$18,804.38 and accruing each month hereafter.
21. That as a direct, proximate and foreseeable result of Defendants' failure to pay said indebtedness the Plaintiff has been caused to incur substantial costs, interest, legal fees, and the like, as they say, in an amount within the jurisdictional limits of this Honorable Court plus interest costs, and attorney's fees.

DATED: 10/23/17

Respectfully submitted,



William J. Schubert, Esq. Bar No. 10593
SCHUBERT LAW OFFICES
100 Webster Street
Manchester, NH 03104
(603) 669-1188